

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA
CRIMINAL DIVISION
VENUE: OAKLAND

FILED

2006 FEB 16 PM 6:01

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

v.

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP,
WILLIAM JULIAN,
FARREL J. LECOMPTE, JR.,
SARA J. MAGOON
a/k/a Credence, and
CHARLES DEWEY TOBIAS,

CR 05-00611 DLJ

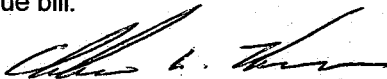
DEFENDANT.

SUPERSEDING

INDICTMENT

VIOLATIONS: 18 U.S.C. § 1349 -- Conspiracy to Commit Mail Fraud, Wire Fraud, and Bank Fraud; 18 U.S.C. § 1341 -- Mail Fraud (36 counts); 18 U.S.C. § 1344 -- Bank Fraud (26 counts); 18 U.S.C. § 401(3) -- Contempt of Court (2 counts); and 18 U.S.C. § 981(a)(1)(C), 28 U.S.C. § 2461(c) -- Forfeiture (3 counts)

A true bill.



Foreman

Filed in open court this _____ day of _____

Clerk

Bail, \$ *No bail arrest warrants for*
Wagner, D. Brazil *Julian,*
LeCompte,
Magoon, &
Tobias

FILED

2006 FEB 16 PM 6:02

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

KEVIN V. RYAN (CASBN 118321)
United States Attorney

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP,
WILLIAM JULIAN,
FARREL J. LECOMPTE, JR.,
SARA J. MAGOON
a/k/a Credence, and
CHARLES DEWEY TOBIAS,

Defendants.

No. CR 05-00611 DLJ

VIOLATIONS:

18 U.S.C. § 1349 – Conspiracy to Commit
Mail Fraud, Wire Fraud, and Bank Fraud;
18 U.S.C. § 1341 – Mail Fraud (36 counts);
18 U.S.C. § 1344 – Bank Fraud (26 counts);
18 U.S.C. § 401(3) – Contempt of Court
(2 counts); and 18 U.S.C. § 981(a)(1)(C),
28 U.S.C. § 2461(c) – Forfeiture (3 counts)

OAKLAND VENUE

SUPERSEDING INDICTMENT

The Grand Jury charges:

INTRODUCTION

At all times relevant to this Superseding Indictment:

1. The Dorean Group was an unincorporated, fictitious entity not licensed to do business in the State of California that operated a purported debt elimination program. The Dorean Group was created at a time unknown to the Grand Jury, but not later than January 2004. Dale Scott

SUPERSEDING INDICTMENT

1 Heineman ("Heineman") and Kurt F. Johnson ("Johnson") were founders and principals of the
2 Dorean Group. The Oxford Trust, Baylor Trust, and Universal Trust Services were fictitious entities
3 not licensed to do business in the State of California established and used by Heineman and Johnson
4 to further the Dorean Group's debt elimination program. "The Dorean Group" hereinafter
5 collectively refers to the Dorean Group, the Oxford Trust, Baylor Trust, and Universal Trust
6 Services.

7 2. From approximately March 2004 to April 2005, the Dorean Group was operating
8 primarily out of its offices at 29460 Union City Boulevard, Union City, California. Subsequently,
9 the Dorean Group operated out of its offices at 8371 Central Avenue, Newark, California. The
10 Dorean Group also used a commercial mailbox address of 32108 Alvarado Boulevard #381, Union
11 City, California.

12 3. William Julian ("Julian"), Farrel LeCompte Jr. ("LeCompte"), Sara Magoon
13 ("Magoon"), and Dewey Tobias ("Tobias") were "brokers" of the Dorean Group. As Dorean Group
14 brokers, each of them agreed to promote the Dorean Group's debt elimination program and not any
15 other program. Julian, based in South Carolina, conducted his business as a Dorean Group broker
16 under the entity known as Julian Professional Services; LeCompte, based in Texas, conducted his
17 business as a Dorean Group broker under the entity known as D.T.E. Financial Group L.L.C.;
18 Magoon, based in Montana, conducted her business as a Dorean Group broker under the name
19 Credence; and Tobias, based in Florida, conducted his business as a Dorean Group broker under the
20 entity known as Aquila Holdings, L.L.C. As a prerequisite to serving as Dorean Group brokers,
21 Julian, LeCompte, Magoon, and Tobias subjected each of their loan(s) to the Dorean Group's debt
22 elimination program.

23 4. Defendants were engaged in a scheme to defraud financial institutions, lenders, and
24 others through a mortgage elimination program. Heineman, Johnson, and the Dorean Group used
25 brokers and the Internet to advertise to borrowers the ability to eliminate the debt on their homes and
26 make money in the process. After recruiting borrowers as clients and collecting fees from them with
27 the assistance of the Dorean Group "brokers," Heineman, Johnson, and the Dorean Group transferred

property interests of clients into corresponding "family trusts." Heineman and Johnson were trustees of these trusts. As such, and purportedly on behalf of the clients, Heineman, Johnson, and the Dorean Group caused mailings to be sent to lenders demanding the lenders prove the validity of their loans to the unilateral satisfaction of the Dorean Group within 10 days. When this demand was not met, Heineman, Johnson, and the Dorean Group caused false recordations to be recorded, allegedly on behalf of the lenders, as part of the title of the mortgaged properties. In these recordations, Heineman, Johnson, and the Dorean Group purported to act on behalf of the lenders as their agent and attorney-in fact and, as such, transferred the lenders' secured property interests to the corresponding trusts established for each Dorean Group client. Heineman, Johnson, and the Dorean Group then caused the borrower to seek a new loan from a separate lender, to be secured by the seemingly free-and-clear title, keeping a majority of the loan proceeds obtained from the subsequent loan for themselves. The remaining proceeds of the subsequent loan were divided between the borrower and the Dorean Group broker who recruited the borrower.

METHODS AND MEANS OF THE SCHEME TO DEFRAUD

5. Heineman, Johnson, and the Dorean Group caused to be advertised on world-wide Internet websites that it has "a PROVEN, legal and moral way of eliminating your mortgage while adding \$32K to your pocket (*based on a \$200,000 mortgage)." These websites provided instructions for prospective clients to apply to the Dorean Group's debt elimination program.

6. Heineman, Johnson, and the Dorean Group charged a fee (the "Dorean Group Fee") to each client of the Dorean Group's debt elimination program. The Dorean Group Fee consisted of: (1) approximately \$1000 to \$3000 for each loan the Dorean Group client wished to eliminate, and (2) according to the Dorean Group's standard client service agreement, a "free-will offering of 50% of the REDEEMED mortgage," i.e. 50% of a subsequent loan issued by a separate lender. Because a subsequent loan was referred to as a "refinance loan" in the aforementioned websites, a subsequent loan is hereinafter referred to as a refinance loan. Heineman, Johnson, and the Dorean Group caused recordations to be recorded on its clients' property titles, falsely alleging that loans had been fully repaid. As a result, the Dorean Group's clients' titles appeared free and clear of any liens and

1 encumbrances, and lenders issued refinance loans based upon these appearances.

2 7. The Dorean Group had several brokers, including Julian, LeCompte, Magoon,
3 and Tobias, located throughout the United States who: (1) solicited borrowers to become clients of
4 the Dorean Group; (2) sometimes charged clients a fee, in addition to the Dorean Group Fee, for the
5 broker services; (3) received a percentage, typically between 10-25%, of any refinance loan obtained;
6 and (4) often hired agents to serve under them to promote the Dorean Group's debt elimination
7 program.

8 8. Dorean Group Fees were provided to the Dorean Group via money wire transfer,
9 and by checks and money orders payable to the Dorean Group mailed by private commercial
10 interstate carriers and the United States Postal Service (hereinafter referred to as "Mail Delivery")
11 to the Dorean Group's offices and commercial mailbox address. Dorean Group brokers, either by
12 themselves or through their agent(s), typically collected the Dorean Group Fee and any broker fee
13 from their respective clients. In these cases, the brokers, either themselves or through their agent(s),
14 sent Dorean Group Fees by Mail Delivery to the Dorean Group in the Northern District of California
15 and by wire transfers to a Dorean Group bank account opened and maintained in the Northern
16 District of California.

17 9. Client applications were sent to the Dorean Group over the wires, via Internet and
18 electronic mail, and by Mail Delivery. After a client paid the Dorean Group Fee and any applicable
19 broker fee, Dorean Group brokers, either themselves or through their agents, typically: (1) provided
20 clients with a password to access Dorean Group applications on the aforementioned world-wide
21 Internet websites; (2) sent prepared client applications to the Dorean Group's offices and commercial
22 mailbox address by Mail Delivery and by electronic mail; and (3) communicated with the Dorean
23 Group by Mail Delivery and electronic mail regarding their respective clients and application of the
24 debt elimination program.

25 10. As part of the Dorean Group's debt elimination program, Heineman, Johnson, and
26 the Dorean Group established trusts ("Trusts"). The trustees of the Trusts were Heineman and
27 Johnson, and the beneficiaries were the Dorean Group's clients. In furtherance of the program,

1 Heineman, Johnson, and the Dorean Group caused Dorean Group clients to record quitclaim deeds
2 with the recorder's office, clerk of the court's office, and register of deeds' office in the jurisdiction
3 in which Dorean Group's clients' properties were located, whereby clients purportedly transferred
4 their respective interests in mortgaged properties to the corresponding Trusts.

5 11. Heineman, Johnson, and the Dorean Group then caused to be sent by Mail Delivery
6 a "self-executing presentment packet" (hereinafter, "Presentment Packet") consisting of various
7 documents to the lenders of the Dorean Group's clients' loans. In the Presentment Packet,
8 Heineman, Johnson, and the Dorean Group claimed to be authorized to act on behalf of the borrower
9 and demanded the lender prove the validity of its loan to the borrower within 10 days "to the
10 unilateral satisfaction of the Dorean Group." Heineman, Johnson, and the Dorean Group purported
11 to offer the lender the opportunity to cash a bond that purportedly was issued by an entity overseas,
12 but was backed by Johnson alone, whose signature appears on this alleged bond and who held no
13 substantial assets in his name. A lender could allegedly cash this alleged bond if the lender proved
14 "to the unilateral satisfaction of the Dorean Group" that the lender's loan to the borrower is valid.
15 If a lender attempted to cash the bond but failed to meet this burden, the lender was, according to
16 language in the Presentment Packet, liable to the Dorean Group for damages "ten times" the amount
17 of the bond. Wording in the Presentment Packet further alleged that if the lender failed to prove the
18 validity of the loan, the Dorean Group would deem this to be the lender's "tacit assent" and
19 "default," and would act as the lender's agent and attorney-in-fact to "correct title" on the property
20 secured by lender's loan. Heineman, Johnson, and the Dorean Group neither had been granted
21 permission to act on behalf of the borrower, nor had been authorized to act on behalf of the lender
22 as its agent and/or attorney-in-fact to correct title on the property secured by the lender's loan.

23 12. After a Presentment Packet was sent by Mail Delivery to the lender of a Dorean
24 Group client's loan, and at least 10 days had elapsed, Heineman, Johnson, and the Dorean Group
25 caused a "Substitution of Trustee" (and, depending on jurisdiction, a "Specific Power of Attorney"
26 and "Power of Attorney") to be sent, typically by Mail Delivery, to the recorder's office, clerk of the
27 court's office, and register of deeds' office in the jurisdiction in which each client's property was

1 located to be recorded on the client's property title. In this recordation, on which Heineman's
 2 signature typically appeared, Heineman, and if he was not able, Johnson, was purportedly acting as
 3 agent and attorney-in-fact on behalf of the lender.

4 13. Acting allegedly on behalf of the lender as its agent and/or attorney-in-fact,
 5 Heineman, Johnson, and the Dorean Group caused a "Full Reconveyance" (and, depending on
 6 jurisdiction, "Discharge of Mortgage" and "Satisfaction of Mortgage") to be sent, typically by Mail
 7 Delivery, to the recorder's office, clerk of the court's office, and register of deeds' office in the
 8 jurisdiction in which the Dorean Group client's property was located to be recorded as part of that
 9 property's title. In this recordation, on which Heineman's signature typically appeared and on which
 10 Heineman and Johnson represented to be acting as agent and/or attorney-in-fact of the lender, it was
 11 falsely claimed that the loan secured by the property had been fully paid, when such loan had not
 12 been fully repaid. This recordation caused the Dorean Group client's property title to falsely appear
 13 free and clear of any encumbrances, when the lender's secured loan had not been fully paid.

14 14. With title appearing free and clear of any encumbrances, Heineman, Johnson,
 15 and the Dorean Group caused at least five of its clients to successfully obtain a refinance loan from
 16 a separate lender. When a refinance loan was obtained, the Dorean Group, pursuant to its standard
 17 client service agreement, received 50% of the refinance loan's proceeds, the Dorean Group client
 18 retained approximately 25-40% of the proceeds, and the corresponding Dorean Group broker, if any,
 19 received 10-25% of the proceeds. Pursuant to the client service agreement, the refinance loan would
 20 be subjected to the Dorean Group's debt elimination program, consistent with the process set forth
 21 above, with the refinance loan not fully repaid.

22 COUNT ONE: (18 U.S.C. § 1349 – Conspiracy to Commit Mail Fraud, Wire Fraud and
 23 Bank Fraud)

24 15. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth
 25 herein.

26 16. Beginning at a time unknown to the Grand Jury, but not later than February 2004,
 27
 28

1 and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere,
2 defendants,

3 DALE SCOTT HEINEMAN,
4 KURT F. JOHNSON
5 THE DOREAN GROUP,
6 WILLIAM JULIAN,
7 FARREL J. LECOMPTE JR.,
8 SARA MAGOON (a/k/a Credence), and
9 CHARLES DEWEY TOBIAS,

10 knowingly conspired to:

11 (a) devise and intend to devise a scheme and artifice to defraud financial
12 institutions and lenders that issued loans secured by real property as to a material
13 matter and to obtain money by means of materially false and fraudulent pretenses,
14 representations, and promises, knowing at the time that the pretenses, representations,
15 and promises were false and fraudulent when made, and, in doing so, knowingly
16 caused the United States mails and private and commercial interstate carriers to be
17 used for the purpose of executing this scheme, in violation of Title 18, United States
18 Code, Section 1341;

19 (b) devise and intend to devise a scheme and artifice to defraud financial
20 institutions and lenders that issued loans secured by real property as to a material
21 matter and to obtain money by means of materially false and fraudulent pretenses,
22 representations, and promises, knowing that the pretenses, representations, and
23 promises were false and fraudulent when made, and did transmit and cause to be
24 transmitted by means of wire communication in interstate and foreign commerce,
25 writings, signs, signals, pictures and sounds for the purpose of executing such
26 scheme and artifice, in violation of Title 18, United States Code, Section 1343; and

27 (c) execute and attempt to execute a scheme and artifice to defraud financial
28 institutions that issued loans secured by real property and to obtain any of the money,
funds, credits, assets, securities, and other property owned by, and under the custody
and control of a financial institution, the deposits of each of which were at that time

insured by the Federal Deposit Insurance Corporation, by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made, in violation of Title 18, United States Code, Section 1344.

OVERT ACTS

17. As part of the conspiracy and to further the objectives thereof, Heineman, Johnson, the Dorean Group, Julian, LeCompte, Magoon, and Tobias committed the following overt acts in the Northern District of California and elsewhere:

A. Properties For Which Refinance Loans Were Obtained

1. 13738 Hidden Valley Road, Grass Valley, California

(a) On or about May 12, 2004, the Dorean Group caused to be mailed a Presentment Packet to GreenPoint Mortgage Funding, Inc. ("GreenPoint") relating to a \$63,600 loan secured by the property at 13738 Hidden Valley Road, Grass Valley, California.

(b) Between about May 7, 2004 and May 12, 2004, Johnson caused to be signed a document titled The Dorean Group Subrogation & Security Bond, a part of the Presentment Packet mailed to GreenPoint relating to a \$63,600 loan.

(c) Between about June 11, 2004 and July 8, 2004, Heineman caused to be signed a document titled Full Reconveyance relating to the \$63,600 loan that was recorded with the Nevada County Recorder's Office as part of the title to 13738 Hidden Valley Road, Grass Valley, California.

(d) On or about May 12, 2004, the Dorean Group caused to be mailed a Presentment Packet to Millennium Funding Group ("Millennium") relating to a \$350,000 loan secured by the property at 13738 Hidden Valley Road, Grass Valley, California.

(e) Between about May 7, 2004 and May 12, 2004, Johnson caused to be signed a document titled The Dorean Group Subrogation & Security Bond, a part of the Presentment Packet mailed to Millennium relating to a \$350,000 loan.

(f) Between about June 11, 2004 and July 8, 2004, Heineman caused to be

1 signed a document titled Full Reconveyance relating to the \$350,000 loan that was recorded with the
 2 Nevada County Recorder's Office as part of the title to 13738 Hidden Valley Road, Grass Valley,
 3 California.

4 2. 4312 East Viking Road, Las Vegas, Nevada

5 (a) On or about September 10, 2004, the Dorean Group caused to be mailed
 6 a Presentment Packet to Wells Fargo Home Mortgage Incorporated ("Wells Fargo") relating to a
 7 \$143,000 loan secured by the property at 4312 East Viking Road, Las Vegas, Nevada.

8 (b) On or about September 9, 2004, Johnson caused to be signed a document
 9 titled The Dorean Group Subrogation & Security Bond, a part of the Presentment Packet mailed to
 10 Wells Fargo relating to a \$143,000 loan.

11 (c) On or about September 24, 2004, Heineman caused to be signed a document
 12 titled Full Reconveyance relating to the \$143,000 loan that was recorded with the Clark County
 13 Recorder's Office as part of the title to 4312 East Viking Road, Las Vegas, Nevada.

14 3. 6890 Judson Avenue, Las Vegas, Nevada

15 (a) On or about September 8, 2004, the Dorean Group caused to be mailed a
 16 Presentment Packet to Wells Fargo relating to a \$69,917 loan secured by the property at 6890 Judson
 17 Avenue, Las Vegas, Nevada.

18 (b) Between about September 2, 2004 and September 8, 2004, Johnson caused
 19 to be signed a document titled The Dorean Group Subrogation & Security Bond, a part of the
 20 Presentment Packet mailed to Wells Fargo relating to a \$69,917 loan.

21 (c) Between about September 20, 2004 and September 29, 2004, Heineman
 22 caused to be signed a document titled Full Reconveyance relating to the \$69,917 loan that was
 23 recorded with the Clark County Recorder's Office as part of the title to 6890 Judson Avenue, Las
 24 Vegas, Nevada.

25 4. 11275 Cascada Way, San Diego, California

26 (a) On or about August 20, 2004, the Dorean Group caused to be mailed a
 27 Presentment Packet to Bank of America relating to a \$320,000 loan secured by the property at 11275

1 Cascada Way, San Diego, California.

2 (b) Between about August 18, 2004 and August 20, 2004, the Dorean Group
3 caused to be mailed a Presentment Packet to Bank of America relating to a \$98,000 loan secured by
4 the property at 11275 Cascada Way, San Diego, California.

5 (c) Between about August 18, 2004 and August 20, 2004, Johnson caused to be
6 signed a document titled The Dorean Group Subrogation & Security Bond, a part of the Presentment
7 Packet mailed to Bank of America relating to a \$320,000 loan.

8 (d) Between about August 18, 2004 and August 20, 2004, Johnson caused to be
9 signed a document titled The Dorean Group Subrogation & Security Bond, a part of the Presentment
10 Packet mailed to Bank of America relating to a \$98,000 loan.

11 (e) Between about September 3, 2004 and October 21, 2004, Heineman caused
12 to be signed a document titled Full Reconveyance relating to the \$320,000 loan that was recorded
13 with the San Diego County Recorder's Office as part of the title to 11275 Cascada Way, San Diego,
14 California.

15 (f) Between about October 20, 2004 and November 2, 2004, Heineman caused
16 to be signed a document titled Full Reconveyance relating to the \$98,000 loan that was recorded with
17 the San Diego County Recorder's Office as part of the title to 11275 Cascada Way, San Diego,
18 California.

19 5. 4245 Jenny Lake Trail, Keller, Texas

20 (a) On or about December 28, 2004, the Dorean Group caused to be mailed a
21 Presentment Packet to Chase Manhattan Mortgage Corporation ("Chase Manhattan") relating to a
22 \$100,800 loan secured by the property at 4245 Jenny Lake Trail, Keller, Texas.

23 (b) Between about December 16, 2004 and December 28, 2004, Johnson caused
24 to be signed a document titled The Dorean Group Subrogation & Security Bond, a part of the
25 Presentment Packet mailed to Chase Manhattan relating to a \$100,800 loan.

26 (c) On or about February 18, 2005, Heineman caused to be signed a document
27 titled Full Reconveyance relating to the \$100,800 loan that was recorded with the Tarrant County

1 Clerk's Office as part of the title to 4245 Jenny Lake Trail, Keller, Texas.

2 B. Dorean Group Broker's Properties

3 1. Magoon - 317 Grantsdale Road, Hamilton, Montana

4 (a) On or about February 9, 2004, the Dorean Group caused to be mailed a
5 Presentment Packet to GreenPoint in relation to a \$202,400 loan secured by the property at 317
6 Grantsdale Road, Hamilton, Montana.

7 (b) Between about February 2, 2004 and February 9, 2004, Johnson caused to be
8 signed a document titled The Dorean Group Subrogation & Security Bond, a part of the Presentment
9 Packet mailed to GreenPoint relating to a \$202,400 loan.

10 (c) Between about March 10, 2004 and March 15, 2004, Heineman caused to be
11 signed a document titled Full Reconveyance relating to the \$202,400 loan that was recorded with the
12 Ravalli County Clerk and Recorder's Office as part of the title to 317 Grantsdale Road, Hamilton,
13 Montana.

14 (d) On or about February 9, 2004, the Dorean Group caused to be mailed a
15 Presentment Packet to GreenPoint in relation to a \$45,313.73 loan secured by the property at 317
16 Grantsdale Road, Hamilton, Montana.

17 (e) Between about February 2, 2004 and February 9, 2004, Johnson caused to be
18 signed a document titled The Dorean Group Subrogation & Security Bond, a part of the Presentment
19 Packet relating to a \$45,313.73 loan mailed to Farmers' State Bank.

20 (f) Between about March 9, 2004 and March 15, 2004, Heineman caused to be
21 signed a document titled Full Reconveyance relating to the \$45,313.73 loan that was recorded with
22 the Ravalli County Clerk and Recorder's Office as part of the title to 317 Grantsdale Road,
23 Hamilton, Montana.

24 (g) On or about July 23, 2004, Magoon caused to be signed a Broker Agreement
25 with Heineman and Johnson, whereby Magoon agreed to be a broker of the Dorean Group.

26 2. Julian - 522 M Avenue, Cayce, South Carolina

27 (a) On or about March 30, 2004, the Dorean Group caused to be mailed a

1 Presentment Packet to The National Bank of South Carolina in relation to a \$134,016 loan secured
2 by the property at 522 M Avenue, Cayce, South Carolina.

3 (b) On or about March 29, 2004, Johnson caused to be signed a document titled
4 The Dorean Group Subrogation & Security Bond, part of the Presentment Packet mailed to The
5 National Bank of South Carolina relating to a \$134,016 loan.

6 (c) Between about May 5, 2004 and May 11, 2004, Heineman caused to be
7 signed a document titled Satisfaction relating to the \$134,016 loan that was recorded with the
8 Lexington County Register of Deeds' Office as part of the title to 522 M Avenue, Cayce, South
9 Carolina.

10 (d) On or about July 23, 2004, Julian caused to be signed a Broker Agreement
11 with Heineman and Johnson, whereby Julian, under the entity known as Julian Professional Services,
12 agreed to be a broker of the Dorean Group.

13 3. LeCompte - 7007 Mira Blossom Lane, Humble, Texas - Property #1

14 (a) On or about May 27, 2004, the Dorean Group caused to be mailed a
15 Presentment Packet to New Century Mortgage Corporation in relation to a \$147,000 loan secured
16 by the property at 7007 Mira Blossom Lane, Humble, Texas.

17 (b) Between about May 25, 2004 and May 27, 2004, Johnson caused to be signed
18 a document titled The Dorean Group Subrogation & Security Bond, part of the Presentment Packet
19 mailed to New Century Mortgage Corporation relating to a \$147,000 loan.

20 (c) Between about June 24, 2004 and June 30, 2004, Heineman caused to be
21 signed a document titled Full Reconveyance relating to the \$147,000 loan that was recorded with the
22 Harris County Clerk's Office as part of the title to 7007 Mira Blossom Lane, Humble, Texas.

23 (d) On or about July 23, 2004, LeCompte caused to be signed a Broker
24 Agreement with defendants Heineman and Johnson, whereby LeCompte agreed to be a broker of the
25 Dorean Group.

26 4. LeCompte - 2915 Cotswold Manor Drive, Kingwood, Texas Property #2

27 (a) On or about November 9, 2004, the Dorean Group caused to be mailed a

1 Presentment Packet to Fremont Investment and Loan in relation to a \$306,800 loan, secured by the
2 property at 2915 Cotswold Manor Drive, Kingwood, Texas.

3 (b) On or about November 9, 2004, Johnson caused to be signed a document
4 titled The Dorean Group Subrogation & Security Bond, part of the Presentment Packet mailed to
5 Fremont Investment and Loan relating to a \$306,800 loan.

6 (c) Between about April 8, 2005 and June 28, 2005, Heineman caused to be
7 signed a document titled Full Reconveyance/Satisfaction of Mortgage relating to the \$306,800 loan
8 that was recorded with the Harris County Clerk's Office as part of the title to 2915 Cotswold Manor
9 Drive, Kingwood, Texas.

10 (d) On or about November 9, 2004, the Dorean Group caused to be mailed a
11 Presentment Packet to Fremont Investment and Loan in relation to a \$76,700 loan, secured by the
12 property at 2915 Cotswold Manor Drive, Kingwood, Texas.

13 (e) On or about November 9, 2004, Johnson caused to be signed a document
14 titled The Dorean Group Subrogation & Security Bond, part of the Presentment Packet mailed to
15 Fremont Investment and Loan relating to a \$76,700 loan.

16 (f) Between about April 8, 2005 and June 28, 2005, Heineman caused to be
17 signed a document titled Full Reconveyance/Satisfaction of Mortgage relating to the \$76,700 loan
18 that was recorded with the Harris County Clerk's Office as part of the title to 2915 Cotswold Manor
19 Drive, Kingwood, Texas.

20 5. Tobias - 1745 Markham Woods Road, Longwood, Florida

21 (a) On or about April 2, 2004, Tobias signed a Dorean Group service
22 agreement, whereby he agreed to subject a \$209,950 loan to the Dorean Group's debt elimination
23 program.

24 (b) On or about June 8, 2004, the Dorean Group caused to be mailed a
25 Presentment Packet to Option One Mortgage Corporation in relation to a \$209,950 loan secured
26 by the property at 1745 Markham Woods Road, Longwood, Florida.

27 (c) On or about June 8, 2004, Johnson caused to be signed a document titled

1 The Dorean Group Subrogation & Security Bond, part of the Presentment Packet mailed to
 2 Option One Mortgage Corporation relating to a \$209,950 loan.

3 (d) Between about July 1, 2004 and July 14, 2004, Heineman caused to be
 4 signed a document titled Discharge of Mortgage relating to the \$209,950 loan that was recorded
 5 with the Seminole County Clerk of Circuit Court's Office as part of the title to 1745 Markham
 6 Woods Road, Longwood, Florida.

7 All in violation of Title 18, United States Code, Section 1349.

8 COUNTS TWO THROUGH FIVE: (18 U.S.C. § 1341 – Mail Fraud)

9 18. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth
 10 herein.

11 19. Beginning at a time unknown to the Grand Jury, but not later than March 30,
 12 2004, and continuing until on or about July 6, 2005, in the Northern District of California and
 13 elsewhere, defendants,

14 DALE SCOTT HEINEMAN,
 15 KURT F. JOHNSON,
 16 THE DOREAN GROUP, and
 17 WILLIAM JULIAN,

18 knowingly devised and intended to devise a scheme and artifice to defraud financial institutions
 19 and lenders that issued loans secured by real property as to a material matter and to obtain money
 20 by means of false and fraudulent pretenses, representations, and promises, knowing at the time
 21 that the pretenses, representations, and promises were false and fraudulent when made, and, in
 22 doing so, knowingly caused the United States mails and private and commercial interstate
 23 carriers to be used for the purpose of executing this scheme.

24 20. It was part of the scheme to defraud that:

25 (a) Julian, acting as broker of the Dorean Group under the entity known as Julian
 26 Professional Services, recruited borrowers of the loans identified in the following table to subject
 27 each of the loans to the Dorean Group's debt elimination program.

28 (b) Heineman, Johnson, and the Dorean Group caused a quitclaim deed to be
 recorded at the county recorder's office, county clerk's office and, register of deeds' office in the
 SUPERSEDING INDICTMENT

1 county where the property of the Dorean Group client recruited by Julian (or his agents) was
2 located. In this quitclaim deed, the Dorean Group client purportedly transferred her interest in the
3 property to a trust, of which Heineman and Johnson were trustees and the borrower was the
4 beneficiary.

5 (c) Heineman, Johnson, and the Dorean Group caused a Presentment Packet to be
6 sent by Mail Delivery to the corresponding lender of the loan issued to the Dorean Group client
7 and identified in the following table.

8 (d) After a Presentment Packet had been sent by Mail Delivery to the lender,
9 Heineman, Johnson, and the Dorean Group caused a Substitution of Trustee (and, if applicable, a
10 Specific Power of Attorney) to be recorded at the county recorder's office, the county clerk's
11 office, and the register of deeds' office as part of the title of the Dorean Group's client's property.
12 In this document, on which Heineman's signature appears, Heineman – and if Heineman was
13 unable, Johnson – purported to act on behalf of the respective lender to substitute himself as
14 trustee for that lender.

15 (e) Heineman, Johnson, and the Dorean Group caused a Full Reconveyance (a/k/a
16 Discharge of Mortgage and Satisfaction of Mortgage), on which the signed name of Heineman
17 appears, to be recorded at the county recorder's office as part of the title of the borrower's
18 property. This recordation allegedly reconveyed the lender's secured interests in the property to
19 the trust established through the Dorean Group, of which Heineman and Johnson were trustees
20 and the client was the beneficiary, by falsely providing that the loan secured by the property had
21 been fully paid, when the loan had not been fully paid.

22 21. Heineman, Johnson, the Dorean Group, and Julian (under the entity known as
23 Julian Professional Services) committed acts in furtherance of this scheme and caused mailings
24 as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Lender / Successor-in- Interest Lender</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
2	522 M Avenue, Cayce, South Carolina	\$134,016	The National Bank of South Carolina	03/30/04	05/11/04, Lexington County Register of Deeds' Office, Satisfaction
3	12935 Ruth Haren Drive, Charlotte, North Carolina	\$150,300	Countrywide Home Loans, Inc.	05/12/04	07/19/04, Mecklenberg County Register of Deeds' Office, Full Reconveyance
4	1745 Markham Woods Road, Longwood, Florida	\$209,950	Option One Mortgage Corporation	06/16/04	07/14/04, Seminole County Clerk of Circuit Court's Office, Discharge of Mortgage
5	3700 Orchard Lane, Sacramento, California	\$270,000	Fremont Investment & Loan	08/20/04	09/24/04, Sacramento County Recorder's Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1341.

COUNTS SIX THROUGH EIGHT: (18 U.S.C. § 1344 – Bank Fraud)

22. The Grand Jury repeats and realleges paragraphs 1 through 14 and 20 as if fully set forth herein.

23. Beginning at a time unknown to the Grand Jury, but not later than March 30, 2004, and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP, and
WILLIAM JULIAN,

knowingly executed and attempted to execute a scheme and artifice to defraud financial institutions that issued loans secured by real property and to obtain money, funds, credits, assets, securities and other property owned by, and under the custody and control of, the lenders identified in the following table, each of which was a financial institution as defined in 18 U.S.C. § 20, the deposits of each of which were at the time insured by the Federal Deposit Insurance Corporation, by means of false and fraudulent pretenses, representations, and promises, knowing

SUPERSEDING INDICTMENT

that the pretenses, representations, and promises were false and fraudulent when made.

24. The purpose of the scheme and artifice was to obtain money, funds, credits, assets, securities and other property owned by, and under the custody and control of, financial institutions identified in the following table by filing false and fraudulent recordations at county recorder's offices, county clerk's offices, and register of deeds' offices allegedly on behalf of lenders, thereby reconveying a lender's secured interest in the corresponding property listed in the following table, without authority and permission to do so.

25. Heineman, Johnson, the Dorean Group, and Julian (under the entity known as Julian Professional Services) committed acts in furtherance of this scheme and caused mailings and recordations as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Financial Institution (FDIC insured)</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
6	522 M Avenue, Cayce, South Carolina	\$134,016	The National Bank of South Carolina	03/30/04	05/11/04, Lexington County Register of Deeds' Office, Satisfaction
7	12935 Ruth Haren Drive, Charlotte, North Carolina	\$150,300	Countrywide Home Loans, Incorporated	05/12/04	07/19/04, Mecklenberg County Register of Deeds' Office, Full Reconveyance
8	3700 Orchard Lane, Sacramento, California	\$270,000	Fremont Investment & Loan	08/20/04	09/24/04, Sacramento County Recorder's Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1344.

COUNTS NINE THROUGH THIRTEEN: (18 U.S.C. § 1341– Mail Fraud)

26. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth herein.

27. Beginning at a time unknown to the Grand Jury, but not later than May 27, 2004, and continuing until on or about July 6, 2005, in the Northern District of California and

1 elsewhere, defendants,

2 DALE SCOTT HEINEMAN,
3 KURT F. JOHNSON,
4 THE DOREAN GROUP, and
5 FARREL J. LECOMPTE, JR.,

6 knowingly devised and intended to devise a scheme and artifice to defraud financial institutions
7 and lenders that issued loans secured by real property as to a material matter and to obtain money
8 by means of materially false and fraudulent pretenses, representations, and promises, knowing at
9 the time that the pretenses, representations, and promises were false and fraudulent when made,
10 and, in doing so, knowingly caused the United States mails and private and commercial interstate
11 carriers to be used for the purpose of executing this scheme.

12 28. It was part of the scheme to defraud that:

13 (a) LeCompte, acting as a broker of the Dorean Group under the entity known as
14 D.T.E. Financial Group L.L.C., recruited borrowers of the loans identified in the following table
15 to subject each of the loans to the Dorean Group's debt elimination program.

16 (b) Heineman, Johnson, and the Dorean Group caused a quitclaim deed to be
17 recorded at county recorder's office, county clerk's office, and register of deeds' office in the
18 county where the property of the Dorean Group client recruited by LeCompte (or his agents) was
19 located. In this quitclaim deed, the Dorean Group client purportedly transferred her interest in the
20 property to a trust, of which Heineman and Johnson were trustees and the borrower was the
21 beneficiary.

22 (c) Heineman, Johnson, and the Dorean Group caused a Presentment Packet to be
23 sent by Mail Delivery to the corresponding lender of the loan issued to the Dorean Group client
24 and identified in the following table.

25 (d) After a Presentment Packet had been sent by Mail Delivery to the lender,
26 Heineman, Johnson, and the Dorean Group caused a Substitution of Trustee (and, if applicable, a
27 Specific Power of Attorney) to be recorded at the county recorder's office, the county clerk's office,
28 and the register of deeds' office as part of the title of the Dorean Group's client's property. In
this document, on which Heineman's signature appears, Heineman – and if Heineman was

unable, Johnson – purported to act on behalf of the respective lender to substitute himself as trustee for that lender.

(e) Heineman, Johnson, and the Dorean Group caused a Full Reconveyance (a/k/a Discharge of Mortgage and Satisfaction of Mortgage), on which the signed name of Heineman appears, to be recorded at the county recorder's office as part of the title of the borrower's property. This recordation allegedly reconveyed the lender's secured interests in the property to the trust established through the Dorean Group, of which Heineman and Johnson were trustees and the client was the beneficiary, by falsely providing that the loan secured by the property had been fully paid, when the loan had not been fully paid.

29. Heineman, Johnson, the Dorean Group, and LeCompte (under the entity known as D.T.E. Financial Group L.L.C.) committed acts in furtherance of this scheme and caused mailings as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Lender / Successor-in- Interest Lender</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
9	7007 Mira Blossom Lane, Humble, Texas	\$147,000	New Century Mortgage Corporation	05/27/04	06/30/04, Harris County Clerk's Office, Full Reconveyance
10	23628 Southeast 242 nd Court, Maple Valley, Washington	\$276,852	Wells Fargo Home Mortgage, Incorporated	10/15/04	10/25/04, King County Recorder's Office, Full Reconveyance
11	2915 Cotswold Manor Drive, Kingwood, Texas	\$306,800	Fremont Investment & Loan	11/09/04	06/28/05, Harris County Clerk's Office, Full Reconveyance/Satisfaction of Mortgage
12	2915 Cotswold Manor Drive, Kingwood, Texas	\$76,700	Fremont Investment & Loan	11/09/04	06/28/05, Harris County Clerk's Office, Full Reconveyance/Satisfaction of Mortgage
13	4245 Jenny Lake Trail, Keller, Texas	\$100,800	Chase Manhattan Mortgage Corporation	12/28/04	02/18/05, Tarrant County Clerk's Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1341.

COUNT FOURTEEN: (18 U.S.C. § 1341 – Mail Fraud)

30. The Grand Jury repeats and realleges paragraphs 1 through 14 and 28 as if fully set forth herein.

31. Beginning at a time unknown to the Grand Jury, but not later than February 9, 2005 and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP, and
FARREL J. LECOMPTE, JR.,

knowingly devised and intended to devise a scheme and artifice to defraud financial institutions and lenders that issued loans secured by real property as to a material matter and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowing at the time that the pretenses, representations, and promises were false and fraudulent when made, and, in doing so, knowingly caused the United States mails and private and commercial interstate carriers to be used for the purpose of executing this scheme.

32. It was part of the scheme to defraud that:

(a) Heineman, Johnson, the Dorean Group, and LeCompte (under the entity known as D.T.E. Financial Group, L.L.C.) caused a Full Reconveyance (a/k/a Discharge of Mortgage and a Satisfaction of Mortgage) to be sent by Mail Delivery to the county recorder's office, the county clerk's office, and the county register of deeds' office and recorded as part of the title for the property identified in the following table. After its recording, with the title falsely appearing unencumbered, Heineman, Johnson, the Dorean Group, and LeCompte (under the entity known as D.T.E. Financial Group, L.L.C.), consistent with the Dorean Group's standard client service agreement, caused a refinance loan to be issued to their client by a lender in the amount set forth in the following table.

(b) This refinance loan was secured by the falsely-claimed free and clear title

of the Dorean Group client's property based upon the recordations caused to be recorded by Heineman, Johnson, the Dorean Group, and LeCompte (under the entity known as D.T.E. Financial Group, L.L.C.).

(c) A loan disbursement was made by the corresponding lender of this refinance loan.

(d) Heineman, Johnson, the Dorean Group, and LeCompte (under the entity known as D.T.E. Financial Group, L.L.C.) committed acts in furtherance of this scheme and caused the mailing as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Mailing of Recordation (Approximate Date)</i>	<i>Mailing Recipient</i>	<i>Refinance Loan Amount</i>	<i>Refinance Loan Lender</i>	<i>Refinance Loan Date (Approximate)</i>
14	4245 Jenny Lake Trail, Keller, Texas	02/09/05, Full Reconveyance	Tarrant County Clerk's Office	\$100,000	Federal Home Loan Mortgage Corporation	03/23/05

All in violation of Title 18, United States Code, Section 1341.

COUNTS FIFTEEN TO EIGHTEEN: (18 U.S.C. § 1344 – Bank Fraud)

33. The Grand Jury repeats and realleges paragraphs 1 through 14 and 28 as if fully set forth herein.

34. Beginning at a time unknown to the Grand Jury, but not later than October 15, 2004, and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP, and
FARREL J. LECOMPTE JR.,

knowingly executed and attempted to execute a scheme and artifice to defraud financial institutions that issued loans secured by real property and to obtain money, funds, credits, assets, securities and other property owned by, and under the custody and control of, the lenders listed in the following table, each of which was a financial institution as defined 18 U.S.C. § 20, the deposits of each of which were at the time insured by the Federal Deposit Insurance Corporation,

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by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made.

35. The purpose of the scheme and artifice was to obtain money, funds, credits, assets, securities and other property owned by, and under the custody and control of, financial institutions identified in the following table, by filing false and fraudulent recordations at county recorder's offices, county clerk's offices, and register of deeds' offices allegedly on behalf of lenders, thereby reconveying a lender's secured interests in the corresponding property listed in the following table, without authority and permission to do so.

36. Heineman, Johnson, the Dorean Group, and LeCompte (under an entity known as D.T.E. Financial Group, L.L.C.) committed acts in furtherance of this scheme and caused mailings and recordations as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Financial institution (FDIC insured)</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
15	23628 Southeast 242 nd Court, Maple Valley, Washington	\$276,852	Wells Fargo Home Mortgage, Incorporated	10/15/04	10/25/04, King County Recorder's Office, Full Reconveyance
16	2915 Cotswold Manor Drive, Kingwood, Texas	\$306,800	Fremont Investment & Loan	11/09/04	06/28/05, Harris County Clerk's Office, Full Reconveyance / Satisfaction of Mortgage
17	2915 Cotswold Manor Drive, Kingwood, Texas	\$76,700	Fremont Investment & Loan	11/09/04	06/28/05, Harris County Clerk's Office, Full Reconveyance / Satisfaction of Mortgage
18	4245 Jenny Lake Trail, Keller, Texas	\$100,800	Chase Manhattan Mortgage Corporation	12/28/04	02/18/05, Tarrant County Clerk's Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1344.

1 COUNTS NINETEEN THROUGH TWENTY-THREE: (18 U.S.C. § 1341– Mail Fraud)

2 37. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth
3 herein.

4 38. Beginning at a time unknown to the Grand Jury, but not later than February 9,
5 2004, and continuing until on or about July 6, 2005, in the Northern District of California and
6 elsewhere, defendants,

7 DALE SCOTT HEINEMAN,
8 KURT F. JOHNSON,
9 THE DOREAN GROUP, and
SARA J. MAGOON (a/k/a Credence),

10 knowingly devised and intended to devise a scheme and artifice to defraud financial institutions
11 and lenders that issued loans secured by real property as to a material matter and to obtain money
12 by means of materially false and fraudulent pretenses, representations, and promises, knowing at
13 the time that the pretenses, representations, and promises were false and fraudulent when made
14 and, in doing so, knowingly caused the United States mails and private and commercial interstate
15 carriers to be used for the purpose of executing this scheme.

16 39. It was part of the scheme to defraud that:

17 (a) Magoon, acting as broker of the Dorean Group under the name Credence,
18 recruited borrowers of the loans identified in the following table to subject each of the loans to
19 the Dorean Group's debt elimination program.

20 (b) Heineman, Johnson, and the Dorean Group caused a quitclaim deed to be
21 recorded at the county recorder's office, county clerk's office, and register of deeds' office in the
22 county where the property of the Dorean Group client recruited by Magoon (or her agents) was
23 located. In this quitclaim deed, the Dorean Group client purportedly transferred her interest in the
24 property to a trust, of which Heineman and Johnson were trustees and the borrower was the
25 beneficiary.

1 (c) Heineman, Johnson, and the Dorean Group caused a Presentment Packet to be
2 sent by Mail Delivery to the corresponding lender of the loan issued to the Dorean Group client
3 and identified in the following table.

4 (d) After a Presentment Packet had been sent by Mail Delivery to the lender,
5 Heineman, Johnson, and the Dorean Group caused a Substitution of Trustee (and, if applicable, a
6 Specific Power of Attorney) to be recorded at the county recorder's office, the county clerk's
7 office and the register of deeds' office as part of the title of the Dorean Group's client's property.
8 In this document, on which Heineman's signature appears, Heineman – and if Heineman was
9 unable, Johnson – purported to act on behalf of the respective lender to substitute himself as
10 trustee for that lender.

11 (e) Heineman, Johnson, and the Dorean Group caused a Full Reconveyance (a/k/a
12 Discharge of Mortgage and Satisfaction of Mortgage), on which the signed name of Heineman
13 appears, to be recorded at the county recorder's office as part of the title of the borrower's
14 property. This recordation allegedly reconveyed the lender's secured interests in the property to
15 the trust established through the Dorean Group, of which Heineman and Johnson were trustees
16 and the client was the beneficiary, by falsely providing that the loan secured by the property had
17 been fully paid, when the loan had not been fully paid.

18 40. Heineman, Johnson, the Dorean Group, and Magoon (under the name Credence)
19 committed acts in furtherance of this scheme and caused mailings as set forth in the following
20 table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Lender / Successor-in- Interest Lender</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
19	317 Grantsdale Road, Hamilton, Montana	\$202,400	GreenPoint Mortgage Funding, Inc.	02/09/04	03/15/04, Ravalli County Recorder's Office, Full Reconveyance
20	317 Grantsdale Road, Hamilton, Montana	\$45,313.73	Farmers State Bank	02/09/04	03/15/04, Ravalli County Clerk and Recorder's Office, Full Reconveyance
21	1211 North 19 th Street, Colorado Springs, Colorado	\$320,000	Fremont Investment & Loan	08/24/04	10/08/04, El Paso County Recorder's Office, Full Reconveyance
22	4312 East Viking Road, Las Vegas, Nevada	\$143,000	Wells Fargo Home Mortgage, Incorporated	09/10/04	10/22/04, Clark County Recorder's Office, Full Reconveyance
23	6890 Judson Avenue, Las Vegas, Nevada	\$69,917	Wells Fargo Home Mortgage, Incorporated	09/14/04	09/29/04, Clark County Recorder's Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1341.

COUNTS TWENTY-FOUR AND TWENTY-FIVE: (18 U.S.C. § 1341 – Mail Fraud)

41. The Grand Jury realleges paragraphs 1 through 14 and 39 as if fully set forth herein.

42. Beginning at a time unknown to the Grand Jury, but not later than September 21, 2004, and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP, and
SARA J. MAGOON (a/k/a Credence),

knowingly devised and intended to devise a scheme and artifice to defraud financial institutions and lenders that issued loans secured by real property as to a material matter and to obtain money

1 by means of materially false and fraudulent pretenses, representations, and promises, knowing at
2 the time that the pretenses, representations, and promises were false and fraudulent when made,
3 and, in doing so, knowingly caused the United States mails and private and commercial interstate
4 carriers to be used for the purpose of executing this scheme.

5 43. It was part of the scheme to defraud that:

6 (a) Heineman, Johnson, the Dorean Group, and Magoon (under the name Credence)
7 caused Full Reconveyances (a/k/a Discharges of Mortgage and Satisfaction of Mortgage) to be
8 sent by Mail Delivery to county recorder's offices, county clerk's offices, and county register of
9 deeds' offices and recorded as part of the titles for the properties identified in the following table.
10 After the recordings, with titles falsely appearing unencumbered, Heineman, Johnson, the Dorean
11 Group, and Magoon (under the name Credence), consistent with the Dorean Group's standard
12 client service agreement, caused refinance loans to be issued to their clients by corresponding
13 lenders in the amounts set forth in the following table.

14 (b) Each of the refinance loans was secured by the falsely-claimed free and clear title
15 of the Dorean Group client's property based upon the recordings caused to be recorded by
16 Heineman, Johnson, the Dorean Group, and Magoon (under the name Credence).

17 (c) Loan disbursements were made by the corresponding lenders of these refinance
18 loans.

19 (d) Heineman, Johnson, the Dorean Group, and Magoon (under the name Credence)
20 committed acts in furtherance of this scheme and caused the mailings as set forth in the following
21 table:
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<i>Count</i>	<i>Property Securing Loan</i>	<i>Mailing of Recordation (Approximate Date)</i>	<i>Mailing Recipient</i>	<i>Refinance Loan Amount</i>	<i>Refinance Loan Lender</i>	<i>Refinance Loan Date (Approximate)</i>
24	4312 East Viking Road, Las Vegas, Nevada	09/21/04, Full Reconveyance	Clark County Recorder's Office	\$165,000	American Fidelity Mortgage Bankers, Incorporated	01/14/05
25	6890 Judson Avenue, Las Vegas, Nevada	09/24/04, Full Reconveyance	Clark County Recorder's Office	\$168,000	American Fidelity Mortgage Bankers, Incorporated	12/23/04

Each in violation of Title 18, United States Code, Section 1341.

COUNTS TWENTY-SIX THROUGH THIRTY: (18 U.S.C. § 1344 -- Bank Fraud)

44. The Grand Jury repeats and realleges paragraphs 1 through 14 and 39 as if fully set forth herein.

45. Beginning at a time unknown to the Grand Jury, but not later than February 9, 2004, and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP, and
SARA J. MAGOON (a/k/a Credence),

knowingly executed and attempted to execute a scheme and artifice to defraud financial institutions that issued loans secured by real property and to obtain money, funds, credits, assets, securities and other property owned by, and under the custody and control of, the lenders listed in the following table, each of which was a financial institution as defined 18 U.S.C. § 20, the deposits of each of which were at the time insured by the Federal Deposit Insurance Corporation, by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made.

46. The purpose of the scheme and artifice was to obtain money, funds, credits, assets,

securities and other property owned by, or under the custody and control of, financial institutions identified in the following table, by filing false and fraudulent recordations at county recorder's offices, county clerk's offices and register of deeds' offices allegedly on behalf of lenders, thereby reconveying a lender's secured interests in the corresponding property listed in the following table, without authority and permission to do so.

47. Heineman, Johnson, the Dorean Group, and Magoon (under the name Credence) committed acts in furtherance of this scheme and caused mailings and recordations as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Financial institution (FDIC insured)</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
26	317 Grantsdale Road, Hamilton, Montana	\$202,400	GreenPoint Mortgage Funding, Incorporated	02/09/04	3/15/04, Ravalli County Clerk and Recorder's Office, Full Reconveyance
27	317 Grantsdale Road, Hamilton, Montana	\$45,313.73	Farmers State Bank	02/09/04	03/15/04, Ravalli County Clerk and Recorder's Office, Full Reconveyance
28	1211 North 19 th Street, Colorado Springs, Colorado	\$320,000	Fremont Investment & Loan	08/24/04	10/08/04, El Paso County Recorder's Office, Full Reconveyance
29	4312 East Viking Road, Las Vegas, Nevada	\$143,000	Wells Fargo Home Mortgage, Incorporated	09/10/04	10/22/04, Clark County Recorder's Office, Full Reconveyance
30	6890 Judson Avenue, Las Vegas, Nevada	\$69,917	Wells Fargo Home Mortgage, Incorporated	09/14/04	09/28/04, Clark County Recorder's Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1344.

COUNTS THIRTY-ONE THROUGH THIRTY-FOUR: (18 U.S.C. § 1341– Mail Fraud)

48. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth herein.

49. Beginning at a time unknown to the Grand Jury, but not later than June 16, 2004, and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP, and
CHARLES DEWEY TOBIAS,

knowingly devised and intended to devise a scheme and artifice to defraud financial institutions and lenders that issued loans secured by real property as to a material matter and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowing at the time that the pretenses, representations, and promises were false and fraudulent when made, and, in doing so, knowingly caused the United States mails and private and commercial interstate carriers to be used for the purpose of executing this scheme.

50. It was part of the scheme to defraud that:

(a) Tobias, acting as broker of the Dorean Group under the entity known as Aquila Holdings L.L.C., recruited borrowers of the loans identified in the following table to subject each of the listed loans to the Dorean Group's debt elimination program.

(b) Heineman, Johnson, and the Dorean Group caused a quitclaim deed to be recorded at the county recorder's office, county clerk's office and register of deeds' office in the county where the property of the Dorean Group client recruited by Tobias (or his agents) was located. In this quitclaim deed, the Dorean Group client purportedly transferred her interest in the property to a trust, of which Heineman and Johnson were trustees and the borrower was the beneficiary.

(c) Heineman, Johnson, and the Dorean Group caused a Presentment Packet to be sent by Mail Delivery to the corresponding lender of the loan issued to the Dorean Group client and identified in the following table.

(d) After a Presentment Packet had been sent by Mail Delivery to the lender, Heineman, Johnson, and the Dorean Group caused a Substitution of Trustee (and, if applicable, a Specific Power of Attorney) to be recorded at the county recorder's office, the county clerk's office and the register of deeds' office as part of the title of the Dorean Group's client's property.

In this document, on which Heineman's signature appears, Heineman – and if Heineman was unable, Johnson – purported to act on behalf of the respective lender to substitute himself as trustee for that lender.

(e) Heineman, Johnson, and the Dorean Group caused a Full Reconveyance (a/k/a Discharge of Mortgage and Satisfaction of Mortgage), on which the signed name of Heineman appears, to be recorded at the county recorder's office as part of the title of the borrower's property. This recordation allegedly reconveyed the lender's secured interests in the property to the trust established through the Dorean Group, of which Heineman and Johnson were trustees and the client was the beneficiary, by falsely providing that the loan secured by the property had been fully paid, when the loan had not been fully paid.

51. Heineman, Johnson, the Dorean Group, and Tobias (under the entity known as Aquila Holdings L.L.C.) committed acts in furtherance of this scheme and caused mailings as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Lender / Successor-in-Interest Lender</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
31	1745 Markham Woods Road, Longwood, Florida	\$209,950	Option One Mortgage Corporation	06/16/04	07/14/04, Seminole County Clerk of Circuit Court's Office, Discharge of Mortgage
32	3079 Brightwater Court, Kissimmee, Florida	\$213,766	Wells Fargo Home Mortgage, Incorporated	08/20/04	09/23/04, Osceola County Clerk of the Circuit Court's Office, Discharge of Mortgage
33	1817 North Eaglet Court, Nampa, Idaho	\$100,000	Washington Mutual Home Loans Corporation	08/20/04	11/16/04, Canyon County Recorder's Office, Full Reconveyance
34	5848 Pine Grove Run, Oviedo, Florida	\$140,000	Ameritrust Mortgage Company	09/10/04	10/13/04, Seminole County Clerk of the Circuit Court's Office, Discharge of Mortgage

Each in violation of Title 18, United States Code, Section 1341.

COUNTS THIRTY-FIVE THROUGH THIRTY-SEVEN: (18 U.S.C. § 1344 – Bank Fraud)

52. The Grand Jury repeats and realleges paragraphs 1 through 14 and 50 as if

fully set forth herein.

53. Beginning at a time unknown to the Grand Jury, but not later than August 20, 2004 and continuing until on or about July 6, 2005, in the Northern District of California, and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON,
THE DOREAN GROUP, and
CHARLES DEWEY TOBIAS,

knowingly executed and attempted to execute a scheme and artifice to defraud financial institutions that issued loans secured by real property and to obtain money, funds, credits, assets, securities and other property owned by, and under the custody and control of, the lenders listed in the following table, each of which was a financial institution as defined 18 U.S.C. § 20, the deposits of each of which were at the time insured by the Federal Deposit Insurance Corporation, by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made.

54. The purpose of the scheme and artifice was to obtain money, funds, credits, assets, securities and other property owned by, or under the custody and control of, financial institutions, identified in the following table, by filing false and fraudulent recordations at county recorder's offices, county clerk's offices and register of deeds' offices allegedly on behalf of lenders, thereby reconveying a lender's secured interests in the corresponding property listed in the following table, without authority and permission to do so.

55. Heineman, Johnson, the Dorean Group, and Tobias (under the entity known as Aquila Holdings, L.L.C.) committed acts in furtherance of this scheme and caused mailings and recordations as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Financial institution (FDIC insured)</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place and Type of Recordation on Title (Date Approximate)</i>
35	3079 Brightwater Court, Kissimmee, Florida	\$213,766	Wells Fargo Home Mortgage, Incorporated	08/20/04	09/23/04, Osceola County Clerk of the Circuit Court's Office, Discharge of Mortgage
36	1817 North Eaglet Court, Nampa, Idaho	\$100,000	Washington Mutual Home Loans Corporation	08/20/04	11/16/04, Canyon County Recorder's Office, Full Reconveyance
37	5848 Pine Grove Run, Oviedo, Florida	\$140,000	Ameriquist Mortgage Company	09/10/04	10/13/04, Seminole County Clerk of the Circuit Court's Office, Discharge of Mortgage

Each in violation of Title 18, United States Code, Section 1344.

COUNTS THIRTY-EIGHT THROUGH FIFTY: (18 U.S.C. § 1341– Mail Fraud)

56. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth herein.

57. Beginning at a time unknown to the Grand Jury, but not later than November 11, 2002, and continuing until on or about July 6, 2005, in the Northern District of California, and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON, and
THE DOREAN GROUP,

knowingly devised and intended to devise a scheme and artifice to defraud financial institutions and lenders that issued loans secured by real property as to a material matter and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowing at the time that the pretenses, representations, and promises were false and fraudulent when made, and, in doing so, knowingly caused the United States mails and private and commercial interstate carriers to be used for the purpose of executing this scheme.

58. It was part of the scheme to defraud that:

(a) Heineman, Johnson, and the Dorean Group caused a quitclaim deed to be recorded at the county recorder's office, county clerk's office and register of deeds' office in the

1 county where the property of the Dorean Group client is located. In this quitclaim deed, the
 2 Dorean Group client purportedly transferred her interest in the property to a trust, of which
 3 Heineman and Johnson were trustees and the borrower was the beneficiary.

4 (b) Heineman, Johnson, and the Dorean Group caused a Presentment Packet to be
 5 sent by Mail Delivery to the corresponding lender of the loan issued to the Dorean Group client
 6 and identified in the following table.

7 (c) After a Presentment Packet had been sent by Mail Delivery to the lender,
 8 Heineman, Johnson, and the Dorean Group caused a Substitution of Trustee (and, if applicable, a
 9 Specific Power of Attorney) to be recorded at the county recorder's office, the county clerk's
 10 office and the register of deeds' office as part of the title of the Dorean Group's client's property.
 11 In this document, on which Heineman's signature appears, Heineman – and if Heineman was
 12 unable, Johnson – purported to act on behalf of the respective lender to substitute himself as
 13 trustee for that lender.

14 (d) Heineman, Johnson, and the Dorean Group caused a Full Reconveyance (a/k/a
 15 Discharge of Mortgage and Satisfaction of Mortgage), on which the signed name of Heineman
 16 appears, to be recorded at the county recorder's office as part of the title of the borrower's
 17 property. This recordation allegedly reconveyed the lender's secured interests in the property to
 18 the trust established through the Dorean Group, of which Heineman and Johnson were trustees
 19 and the client was the beneficiary, by falsely providing that the loan secured by the property had
 20 been fully paid, when the loan had not been fully paid.

21 59. Heineman, Johnson, and the Dorean Group committed acts in furtherance of this
 22 scheme and caused mailings as set forth in the following table:

Count	Property Securing Loan	Loan Amount	Lender / Successor-in- Interest Lender	Mailing of Presentment Packet (Approximate)	Date, Place and Type of Recordation on Title (Date Approximate)
38	2447 Corum Court, Union City, California	\$332,500	World Savings Bank	11/12/02	04/28/03, Alameda County Recorder's Office, Full Reconveyance

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Lender / Successor-in- Interest Lender</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place and Type of /Recordation on Title (Date Approximate)</i>
39	2447 Corum Court, Union City, California	\$95,000	World Savings Bank	04/10/03	04/28/03, Alameda County Recorder's Office, Full Reconveyance
40	111 Mountainside Way, Greenville, South Carolina	\$84,350	Fleet Mortgage Corporation	02/13/04	04/07/04, Greenville County Register of Deeds' Office, Satisfaction
41	12614 Tiara Street, Valley Village, California	\$200,000	World Savings and Loan	04/28/04	07/16/04, Los Angeles County Recorder's Office, Full Reconveyance
42	13738 Hidden Valley Road, Grass Valley, California	\$350,000	Millennium Funding Group	05/12/04	07/08/04, Nevada County Recorder's Office, Full Reconveyance
43	13738 Hidden Valley Road, Grass Valley, California	\$63,600	GreenPoint Mortgage Funding, Inc.	05/12/04	07/08/04, Nevada County Recorder's Office, Full Reconveyance
44	3030 North Beachwood Drive, Los Angeles, California	\$500,000	America's Servicing Company	06/25/04	09/29/04, Los Angeles County Recorder's Office, Full Reconveyance
45	3030 North Beachwood Drive, Los Angeles, California	\$200,000	Wilshire Credit Corporation	06/25/04	09/29/04, Los Angeles County Recorder's Office, Full Reconveyance
46	11275 Cascada Way, San Diego, California	\$320,000	Bank of America	08/20/04	10/21/04, San Diego County Recorder's Office, Full Reconveyance
47	11275 Cascada Way, San Diego, California	\$98,000	Bank of America	08/20/04	11/02/04, San Diego County Recorder's Office, Full Reconveyance
48	9976 North Recreation Avenue, Fresno, California	\$199,500	Countrywide Home Loans, Incorporated	09/28/04	11/08/04, Fresno County Recorder's Office, Full Reconveyance

<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Lender / Successor-in- Interest Lender</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place and Type of Recordation on Title (Date Approximate)</i>
49	1137 South 200 West, Orem, Utah	\$162,701	Countrywide Home Loans, Incorporated	08/02/04	09/30/04, Utah County Recorders Office, Full Reconveyance
50	1137 South 200 West, Orem, Utah	\$6,600	Countrywide Home Loans, Incorporated	08/02/04	09/30/04, Utah County Recorder's Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1341.

COUNTS FIFTY-ONE AND FIFTY-TWO: (18 U.S.C. § 1341 – Mail Fraud)

60. The Grand Jury realleges paragraphs 1 through 14 and 58 as if fully set forth herein.

61. Beginning at a time unknown to the Grand Jury, but not later than June 11, 2004, and continuing until on or about July 6, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON, and
THE DOREAN GROUP,

knowingly devised and intended to devise a scheme and artifice to defraud financial institutions and lenders that issued loans secured by real property as to a material matter and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, knowing at the time that the pretenses, representations, and promises were false and fraudulent when made, and, in doing so, knowingly caused the United States mails and private and commercial interstate carriers to be used for the purpose of executing this scheme.

62. It was part of the scheme to defraud that:

(a) Heineman, Johnson, and the Dorean Group caused Full Reconveyances (a/k/a Discharges of Mortgage and a Satisfactions of Mortgage) to be sent by Mail Delivery to county recorder's offices, county clerk's offices, and county register of deeds' offices and recorded as part of the titles for the properties identified in the following table. After the recordings, with

titles falsely appearing unencumbered, Heineman, Johnson and the Dorean Group, consistent with the Dorean Group's standard client service agreement, caused refinance loans to be issued to their clients by corresponding lenders in the amounts set forth in the following table.

(b) Each of the refinance loans was secured by the falsely-claimed free and clear title of the Dorean Group client's property based upon the recordations caused to be recorded by Heineman, Johnson, and the Dorean Group.

(c) Loan disbursements were made by the corresponding lenders of these refinance loans.

(d) Heineman, Johnson, and the Dorean Group committed acts in furtherance of this scheme and caused the mailings as set forth in the following table:

<i>Count</i>	<i>Property Securing Loan</i>	<i>Mailing of Recordation (Approximate Date)</i>	<i>Mailing Recipient</i>	<i>Refinance Loan Amount</i>	<i>Refinance Loan Lender</i>	<i>Refinance Loan Date (Approximate)</i>
51	13738 Hidden Valley Road, Grass Valley, California	06/11/04, Full Reconveyance	Nevada County Recorder's Office	\$200,000	Olympic Mortgage & Investment Company, Incorporated	08/25/04
52	11275 Cascada Way, San Diego, California	10/18/04, Full Reconveyance	San Diego County Recorder's Office	\$459,000	Acoustic Home Loans	11/24/04

Each in violation of Title 18, United States Code, Section 1341.

COUNTS FIFTY-THREE THROUGH SIXTY-THREE: (18 U.S.C. § 1344– Bank Fraud)

63. The Grand Jury repeats and realleges paragraphs 1 through 14 and 58 as if fully set forth herein.

64. Beginning at a time unknown to the Grand Jury, but not later than November 11, 2002 and continuing until on or about July 6, 2005, in the Northern District of California and

1 elsewhere, defendants,

2 DALE SCOTT HEINEMAN,
3 KURT F. JOHNSON, and
4 THE DOREAN GROUP,

5 knowingly executed and attempted to execute a scheme and artifice to defraud financial
6 institutions that issued loans secured by real property and to obtain money, funds, credits, assets,
7 securities and other property owned by, and under the custody and control of, the lenders listed in
8 the following table, each of which was a financial institution as defined 18 U.S.C. § 20, the
9 deposits of each of which were at the time insured by the Federal Deposit Insurance Corporation,
10 by means of materially false and fraudulent pretenses, representations, and promises, knowing
11 that the pretenses, representations, and promises were false and fraudulent when made.

12 65. The purpose of the scheme and artifice was to obtain any the money, funds,
13 credits, assets, securities and other property owned by, or under the custody and control of,
14 financial institutions, identified in the following table, by filing false and fraudulent recordations
15 at county recorder's offices, county clerk's offices and register of deeds' offices allegedly on
16 behalf of lenders, thereby reconveying a lender's secured interests in the corresponding property
17 listed in the following table, without authority and permission to do so.

18 66. Heineman, Johnson, and the Dorean Group committed acts in furtherance of this
19 scheme and caused mailings and recordations as set forth in the following table:
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<i>Count</i>	<i>Property Securing Loan</i>	<i>Loan Amount</i>	<i>Financial institution (FDIC insured)</i>	<i>Mailing of Presentment Packet (Approximate)</i>	<i>Date, Place, and Type of Recordation on Title (Date Approximate)</i>
53	2447 Corum Court, Union City, California	\$332,500	World Savings Bank	11/12/02	04/28/03, Alameda County Recorder's Office, Full Reconveyance
54	2447 Corum Court, Union City, California	\$95,000	World Savings Bank	04/10/03	04/28/03, Alameda County Recorder's Office, Full Reconveyance
55	111 Mountainside Way, Greenville, South Carolina	\$84,350	Fleet Mortgage Corporation	02/13/04	04/07/04, Greenville County Register of Deeds' Office, Satisfaction
56	12614 Tiara Street, Valley Village, California	\$200,000	World Savings and Loan	04/23/04	07/16/04, Los Angeles County Recorder's Office, Full Reconveyance
57	13738 Hidden Valley Road, Grass Valley, California	\$63,600	GreenPoint Mortgage Funding, Inc.	05/12/04	07/08/04, Nevada County Recorder's Office, Full Reconveyance
58	3030 North Beachwood Drive, Los Angeles, California	\$500,000	America's Servicing Company	06/25/04	09/29/04, Los Angeles County Recorder's Office, Full Reconveyance
59	11275 Cascada Way, San Diego, California	\$320,000	Bank of America	08/20/04	10/21/04, San Diego County Recorder's Office, Full Reconveyance
60	11275 Cascada Way, San Diego, California	\$98,000	Bank of America	08/20/04	11/02/04, San Diego County Recorder's Office, Full Reconveyance
61	9976 Recreation Avenue, Fresno, California	\$199,550	Countrywide Home Loans, Incorporated	09/28/04	11/08/04, Fresno County Recorder's Office, Full Reconveyance
62	1137 South 200 West, Orem, Utah	\$162,701	Countrywide Home Loans, Incorporated	08/02/04	09/30/04, Utah County Records Office, Full Reconveyance
63	1137 South 200 West, Orem, Utah	\$6,600	Countrywide Home Loans, Incorporated	08/02/04	09/30/04, Utah County Records Office, Full Reconveyance

Each in violation of Title 18, United States Code, Section 1344.

COUNT SIXTY-FOUR: (18 U.S.C. § 401(3) – Contempt of Court)

67. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth herein.

68. On or about July 20, 2005, in the Northern District of California and elsewhere, defendants,

DALE SCOTT HEINEMAN
and
THE DOREAN GROUP,

knowingly and willfully disobeyed the lawful writ, process, order, rule, decree, and command of a district court of the United States, namely the Temporary Restraining Order of July 6, 2005 issued by the Hon. William H. Alsup, United States District Court Judge, Northern District of California, by signing a document titled Appointment of Successor Trustee to purportedly confer successor-trustee interests to Marcia Doerr, under the Dorean Group's clients' trusts after Heineman had been served with a copy of the Temporary Restraining Order.

COUNT SIXTY-FIVE: (18 U.S.C. § 401(3) – Contempt of Court)

69. The Grand Jury repeats and realleges paragraphs 1 through 14 as if fully set forth herein.

70. On or about September 29, 2005, in the Northern District of California and elsewhere, defendants,

KURT F. JOHNSON
and
THE DOREAN GROUP,

knowingly and willfully disobeyed the lawful writ, process, order, rule, decree, and command of a district court of the United States, namely the Preliminary Injunction Order of August 1, 2005 issued by the Hon. William H. Alsup, United States District Court Judge, Northern District of California Johnson, by signing a document titled Appointment of Successor Trustee to purportedly confer successor-trustee interests to Marcia Doerr under the Dorean Group's clients' trusts after Johnson had been served with a copy of the Preliminary Injunction Order.

COUNT SIXTY-SIX: (18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c) – Forfeiture)

71. The allegations of Count One of this Indictment are realleged and incorporated as if fully set forth herein.

72. Upon a conviction of the offense alleged in Count One above,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON
THE DOREAN GROUP,
WILLIAM JULIAN,
FARREL J. LECOMPTE JR.,
SARA MAGOON (a/k/a Credence), and
CHARLES DEWEY TOBIAS,

defendants, shall forfeit to the United States all property (real and personal) which constitutes proceeds and is derived from proceeds traceable to said offense, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

73. If, as a result of any act or omission of the defendants, any of said property

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which, without difficulty, cannot be subdivided;

any and all interest defendant(s) has/have in any other property (not to exceed the value of the above forfeitable property) shall be forfeited to the United States, pursuant to Title 21, United States Code, Sections 853(a)(1) and (p), as incorporated by Title 28, United States Code, Section 2461(c).

COUNT SIXTY-SEVEN: (18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c) – Forfeiture)

74. The allegations of Counts Two through Five, Nine through Fourteen, Nineteen through Twenty-Five, Thirty-One through Thirty-Four and Thirty-Eight through Fifty-Two of this Indictment are realleged and incorporated as if fully set forth herein.

75. Upon a conviction of the offense alleged in Counts Counts Two through Five,

Nine through Fourteen, Nineteen through Twenty-Five, Thirty-One through Thirty-Four, and Thirty-Eight through Fifty-Two above,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON
THE DOREAN GROUP,
WILLIAM JULIAN,
FARREL J. LECOMPTE JR.,
SARA MAGOON (a/k/a Credence), and
CHARLES DEWEY TOBIAS,

defendants, shall forfeit to the United States all property (real and personal) which constitutes proceeds and is derived from proceeds traceable to said offense, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

76. If, as a result of any act or omission of the defendants, any of said property

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which, without difficulty, cannot be subdivided;

any and all interest defendant(s) has/have in any other property (not to exceed the value of the above forfeitable property) shall be forfeited to the United States, pursuant to Title 21 United States Code, Sections 853(a)(1) and (p), as incorporated by Title 28, United States Code, Section 2461(c).

COUNT SIXTY-EIGHT: (18 U.S.C. § 981(a)(1)(C); 28 U.S.C. § 2461(c) – Forfeiture)

77. The allegations of Counts Six through Eight, Fifteen through Eighteen, Twenty-Six through Thirty, Thirty-Five through Thirty-Seven, and Fifty-Three through Sixty-Three of this Indictment are realleged and incorporated as if fully set forth herein.

78. Upon a conviction of the offense alleged in Counts Six through Eight, Fifteen through Nineteen, Twenty-Seven through Thirty-One, Thirty-Six through Thirty-Eight, and

Fifty-Four through Sixty-Four above,

DALE SCOTT HEINEMAN,
KURT F. JOHNSON
THE DOREAN GROUP,
WILLIAM JULIAN,
FARREL J. LECOMPTE JR.,
SARA MAGOON (a/k/a Credence), and
CHARLES DEWEY TOBIAS,

defendants, shall forfeit to the United States all property (real and personal) which constitutes proceeds and is derived from proceeds traceable to said offense, pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

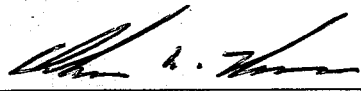
79. If, as a result of any act or omission of the defendants, any of said property

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to or deposited with, a third person;
- c. has been placed beyond the jurisdiction of the Court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which, without difficulty, cannot be subdivided;

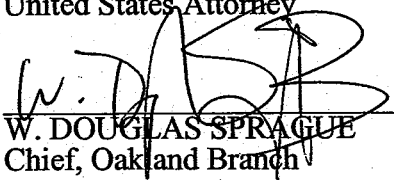
any and all interest defendant(s) has/have in any other property (not to exceed the value of the above forfeitable property) shall be forfeited to the United States, pursuant to Title 21, United States Code, Sections 853(a)(1) and (p), as incorporated by Title 28, United States Code, Section 2461(c).


DATED: February 16, 2006

A TRUE BILL.


FOREPERSON

KEVIN V. RYAN
United States Attorney


W. DOUGLAS SPRAGUE
Chief, Oakland Branch

(Approved as to form: 
(AUSA James Keller

SUPERSEDING INDICTMENT